

**Valley Asphalt Plant #6 Plant Replacement  
Project**

**1901 Dryden Road, Moraine, Ohio 45439**

**Ohio Administrative Code 3745-27-13  
Compliance**

October 2016



October 24, 2016

Jill Olberding, R.S. Environmental Specialist II  
Division of Materials and Waste Management  
401 East Fifth Street  
Dayton, OH 45402

**Re: Ohio Administrative Code 3745-27-13(E)**

Dear Ms. Olberding:

Valley Asphalt Corporation (Valley) is pleased to submit the requested documentation regarding the proposed updates to our existing asphalt plant located at 1901 Dryden Road Dayton, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. Valley believes we have adequately addressed all of the conditions of OAC 3745-27-13(E) and would request a timely review so we can proceed with this project.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental

CC: Maria Lammers, Environmental Specialist III

# **Ohio Administrative Code 3745-27-13(E) Compliance Responses**

## **Ohio Administrative Code 3745-27-13: Procedure to engage in filling, grading, excavating, building, drilling, or mining on land where a hazardous waste facility or solid waste facility was operated.**

### **3745-27-13 (E)**

- (1) The location specified on a 7-1/2 minute USGS topographic map with a scale of one inch equals two hundred feet is attached (Attachment A). The legal description and demonstration of Valley Asphalt Corporation (Valley) current property and facility ownership are attached (Attachment B). The type of facility is a hot mix asphalt batch plant with baghouse.
- (2) The proposed activities include converting the existing hot mix asphalt batch plant to a hot mix asphalt drum plant. The conversion will include replacement of the storage silos, baghouse, recycled asphalt pavement pre-heater, asphalt tanks, and the removal of the batch tower. Geotechnical and structural design considerations will eliminate the need for any existing grade to be compromised.
- (3) Valley does not have any previous or existing permits, licenses, approvals, or orders pertaining to past and ongoing waste treatment, storage, or disposal activities issued under local, state, and federal environmental regulations for lands upon which authorization under this rule is requested. Valley currently has an authorized vapor mitigation system for our control building that will remain in operation. The approved system is monitored by Mr. Steve Renninger, U. S. Environmental Protection Agency (EPA) Region 5, On Scene Coordinator, Superfund Division.
- (4) The land to which this authorization is requested is solely owned by Valley.
- (5) Copies of certified mail receipts and a statement certifying that the letters of notice stating that authorization under this rule is being requested for the affected site are shown in (Attachment C) for the following entities: (a) Montgomery County Board of Health, (b) Montgomery County Commissioners, (c) City of Moraine, (d) EPA Division of Waste Management, (e) City of Moraine Fire Department.
- (6) Valley did not treat, store, or dispose of hazardous waste at this site. Valley requested all legal documents pertaining to our involvement with the EPA Region 5 regarding this site and received no documents. Valley currently has an authorized vapor mitigation system for our control building that vents soil gas to the environment that will remain in operation. The approved system is monitored by Mr. Steve Renninger.
- (7) Valley did not participate in any closure or post-closure activities at this site. Valley has placed hot mix asphalt on the surface course that has effectively sealed the surface and prevented water from migrating into the landfill.
- (8) The proposed activities for the plant conversion do not include any grading, excavating, drilling or mining. Included in the conversion plans are bringing the truck scale located underneath the storage silos to grade, which will require filling this void with aggregate and/or concrete. Additionally, installation of concrete on top of existing concrete to add



structural support to the replacement storage silos may be necessary per determinations of geotechnical and structural design studies.

- (9) This item is not applicable as Valley does not store any waste on site. Proposed activities will not disturb any subsurface areas on the site.
- (10) All proposed activities will be conducted in accordance with local, state, and federal laws and regulations. Extreme care will be exercised so as not to disturb or change current site environmental conditions.
- (11) Valley is not disturbing the waste on site so notation on the deed is not required at this time.
- (12) Any additional information shall be provided to the Ohio EPA upon request.
- (13) Authorization of Signature as required under Paragraph (I) of this rule and defined under 3745-27-13(I) (1) is attached (Attachment D).

**3745-27-13(H)**

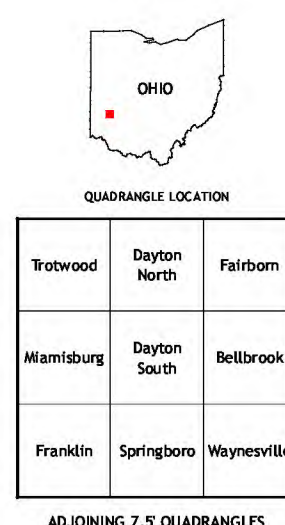
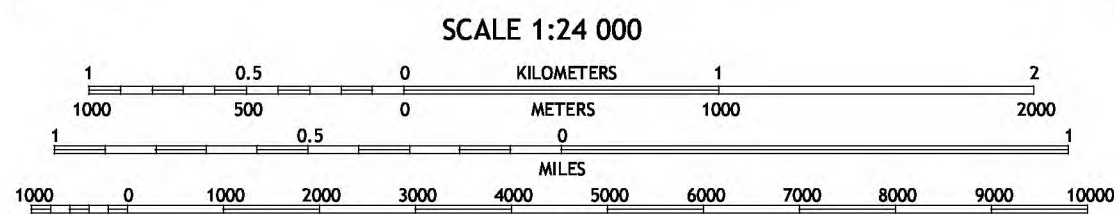
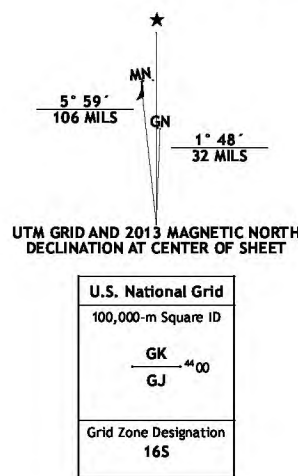
- (1) We are identified as a site as described in (D)(1) of this rule and will not fill, grade, excavate, build, drill or mine without the director issuing authorization for that activity.
- (2) We are not identified as a site as described by (D)(2) of this rule.
- (3) We are not identified as a site as described by (D)(3) of this rule.
- (4) We are not proposing to remove solid or hazardous waste or soils from a closed facility so representative sampling of waste and potentially contaminated soil will not need to be performed.
- (5) All filling, grading, excavating, building, drilling, or mining activities shall be performed in compliance with Chapters 3704., 3734., and 6111 of the Revised Code and applicable local, state, and federal laws and regulations pertaining to environmental protection, including but not limited to protection of ground water and control of air emissions, leachate, and surface water run-on and run-off.
- (6) No excavation of waste shall occur.
- (7) No excavation of waste shall occur.
- (8) Building activities shall be performed in a manner that prevents migration of leachate, explosive gas, or toxic gas from the facility.
- (9) The property is not a closed facility.
- (10) For our property that is identified in (D)(1) of this rule, we will provide a certified report within sixty days of completion of the building activities that:
  - (a) Verifies that the following activities have been completed:
    - (i) The owner has filed with the board of health having jurisdiction with Ohio EPA, a plat or revised existing plat for the unit(s) of the solid waste facility or hazardous waste facility and information describing the acreage, exact location, depth, volume, and nature of the waste deposited in the unit(s) of the solid waste facility or hazardous waste facility that was impacted by the building activities.
    - (ii) If waste still remains on the property, the owner shall update any prior recorded notation on the deed to the property, in accordance with state law, to notify any potential purchaser of the property that the land has been used as a hazardous waste facility or solid waste facility and that its use is restricted. The notation shall describe the acreage impacted by the building activities and the exact location, depth, volume, and nature of waste disposed at the site.
  - (b) We will provide a notarized statement that if a protective layer, engineered cap, or surface soil on the site was disturbed, to the best of the owners or operators knowledge, the protective layer, engineered cap, or surface soil has been restored to a condition more protective than or equivalent to the condition prior to the activities being performed on the site.

## **Attachment A – USGS 7.5 Topographical Map**





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1:000-meter grid: Universal Transverse Mercator, Zone 16S  
10 000-foot ticks: Ohio Coordinate System of 1983 (south zone)  
  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.  
  
Imagery: NAIP, August 2011  
Roads: G2006-2013 TomTom  
Names: GNIS, 2013  
Hydrography: National Hydrography Dataset, 2011  
Contours: National Elevation Dataset, 2010  
Boundaries: Census, BWC, IBC, USGS, 1972 - 2012  
Public Land Survey System: BLM, 2013



DAYTON SOUTH, OH  
2013



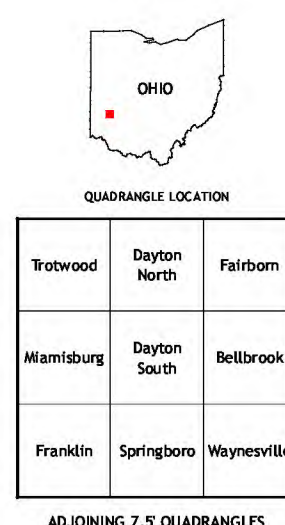
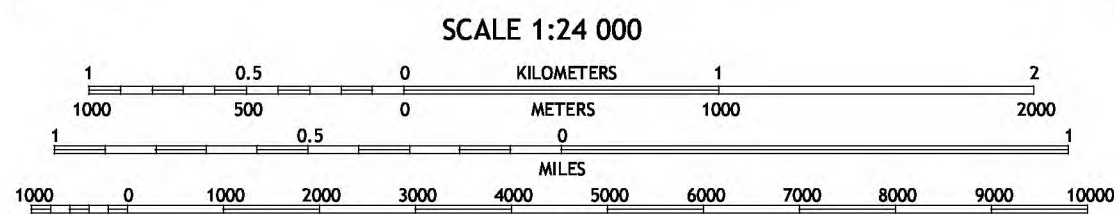
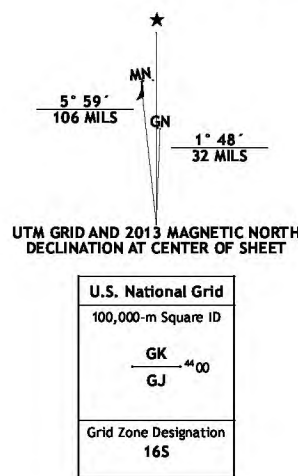




Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1:100,000 scale. Universal Transverse Mercator, Zone 16S  
10 000-foot ticks: Ohio Coordinate System of 1983 (south zone)

This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery: NAIP, August 2011  
Roads: 2006-2013 TomTom  
Names: 2006-2013 TomTom  
Hydrography: National Hydrography Dataset, 2011  
Contours: National Elevation Dataset, 2010  
Boundaries: Census, BWC, IBC, USGS, 1972-2012  
Public Land Survey System: BLM, 2013



DAYTON SOUTH, OH  
2013





**Attachment B – Demonstration of Current Property/Facility  
Ownership**

## CONTRACT TO PURCHASE REAL ESTATE

This contract to purchase real estate is made for good and valuable consideration as follows:

1. Parties. The parties to this contract are:

A. Purchaser - Valley Asphalt Corporation, an Ohio corporation, 11641 Mosteller Road, Cincinnati, Ohio 45241 [referred to as Purchaser herein]; and

B. Seller - Cyril J. Grillot and Margaret C. Grillot [husband and wife],

Exemption 6 - Personnel Privacy

Dayton, Ohio 45449 and Kathryn A. Boesch [a widow and not remarried],

Exemption 6 - Personnel Privacy

Dayton, Ohio 45439 [cumulatively referred to as Seller herein].

2. Lease Agreement (With Option). The above-described Seller [among others, to-wit: Paulita M. Smith and David E. Smith, husband and wife] and Purchaser have heretofore entered into a Lease Agreement [Lease herein] dated February 29, 1988. The Lease is incorporated herein by reference. Purchaser has an option to purchase the subject premises [option premises herein] pursuant to 115 according to the terms set forth herein. Purchaser hereby exercises the purchase option to be completed with the purchase and sale of the additional property provided in the contract.

A. Premises Description.

The option premises were identified in the lease as 6.258 acres according to a legal description attached as an exhibit thereto. During the course of negotiation of this contract, it was necessary to reconcile said description with the description of the additional real estate identified to this contract, and said description was reformed in relation to describing the chord and computing the net acreage. The reformed legal description containing 6.260 acres is attached as Exhibit A.

B. Purchase Price. The purchase price for the option premises is

[REDACTED]  
[REDACTED]  
Dollars per acre X 6.260 acres]. Purchaser shall tender a downpayment of [REDACTED]

[REDACTED] Dollars [two-fifths (2/5) of purchase price] to Seller at closing. Purchaser shall pay the balance of the purchase price in the amount of [REDACTED] Dollars according to

¶ 5. In addition, this contract to purchase shall govern the remaining terms of sale applicable to the exercise of the option. The option premises is hereinafter included as part of the real estate.

3. Purchase and Sale. Seller shall sell and convey to Purchaser the following additional real estate consisting of approximately three and one-half (3.5) acres in two (2) tracts (2.07333 acres and 1.4275 acres) located in the City of Moraine, Montgomery County, Ohio and more fully described as follows:

Real Estate: See Exhibit B attached.

4. Purchase Price. The purchase price for the additional real estate (exclusive of the option premises) is [REDACTED]

[REDACTED] Purchaser shall tender a downpayment of [REDACTED] at closing. Purchaser shall pay the balance of the purchase price in the amount of [REDACTED] Dollars according to ¶ 5.

5. Seller Financing. At closing Purchaser shall provide Seller with a promissory note to be secured by a first mortgage applicable to the combined unpaid portions of the purchase price in the amount of [REDACTED]. Purchaser shall make principal payments on the note to Seller according to the following schedule:

		<u>Option Premises</u>		<u>Additional Real Estate</u>
1. May 7, 1994	[REDACTED]	[REDACTED]	plus	[REDACTED]
2. May 7, 1995	[REDACTED]	[REDACTED]	plus	[REDACTED]
3. May 7, 1996	[REDACTED]	[REDACTED]	plus	[REDACTED]
4. May 7, 1997	[REDACTED]	[REDACTED]	plus	0.00]



5. May 7, 1998

plus

Total

The unpaid principal balance shall attract interest at the rate of eight (8%) per cent per annum to be paid annually on May 7 of the applicable calendar year. The entire principal balance and accrued interest shall be paid not later than May 7, 1998. The note shall not be subject to a prepayment penalty. The note may not be assigned without consent of the maker, which consent shall not be unreasonably withheld.

6. Real Estate and Appurtenant Rights: The real estate shall include:

- A. All improvements, including without limitation, fixtures and operating systems (e.g., electrical, heating, air conditioning, plumbing, pumps, security, sprinkler, and exterior lighting), fencing, signage, utility service and metering devices and driveway improvements;
- B. All right, title, and interest to appurtenant rights and rights of ingress, including without limitation, air rights, riparian rights, easements, rights of way, minerals (e.g., aggregate, stone, gas, oil, etc.) subjacent and lateral support, and access to public roadways;
- C. All right, title, and interest in any tenant leases including claims for unpaid rents;
- D. All right, title, and interest of Seller in any condemnation award;
- E. All plans, specifications, drawings, surveys, studies, permits, and licenses;
- F. Warranties and guarantees of contractors, suppliers and manufacturers with respect to any improvements; and
- G. Any and all other rights, privileges, profits, and benefits associated with the property.

7. Property: The term property includes the real estate (including the option premises), personal property, tangible property, and intangible property subject to this contract.

8. Personal Property. The following tangible personal property is also included in the sale: all equipment, salvage, scrap, parts and abandoned goods on or about the real estate.

9. Access to Property: Purchaser may enter upon the real estate for the purpose of making inspections.

10. Seller Disclosures: Seller warrants the following conditions relating to the property:

A. There are no unrecorded easements, rights-of-way, licenses, servitudes, or use restrictions, sale contracts, options, rights of refusal, leases, or tenancies affecting the property.

B. There are no encroachments affecting the property.

C. There is no pending or threatened litigation, arbitration, or administrative action or claim relating to the property.

D. There are no attachments, receiverships, execution proceedings, liens, or assignments affecting the property.

E. There are no pending or contemplated eminent domain, condemnation, or other public taking proceedings against the property by any entity such as a governmental agency or public utility.

F. No public improvements have been ordered which have not been assessed and there are no special, general, or other assessments pending or threatened against the property.

G. There are no unpaid work orders or material bills which may give rise to mechanic's lien rights against the property.

H. There are no notices or requests from any insurance company or board of fire underwriters identifying defects or unacceptable risks regarding the property which adversely affect insurability of the property.

I. There are no conditions or actions which may result in the termination or impairment of access to public or private rights-of-way affecting the property or utility service of whatever kind.

J. There are no special use districts such as historical use districts, flood control districts, wetland preservation districts, or natural resource conservation districts affecting the property.

Seller shall disclose any exceptions to the foregoing conditions.

11. Zoning. The parties acknowledged that the real estate is zoned as a M-2 General Industrial District by the City of Moraine. There are no uses which are subject to special permit such as conditional use, variance, or any non-conforming uses occurring on the real estate; excepting however, any uses of the Purchaser (e.g., asphalt manufacturing).

12. Marketable Title. Seller shall convey title to the real estate at closing by deed of general warranty in fee simple, with release of any dower interest. The title shall be free, clear, and unencumbered, excepting however, restrictions, conditions, and easements of public record which do not adversely affect Purchaser's intended use or the market value of the real estate.

Seller shall be responsible for deed preparation and transfer including tax, conveyance fees, and tax recoupage which may result from transfer of title or change in use. Purchaser shall bear the expenses of any fees and incidental expenses including document preparation, engineering fees, and legal fees associated with procurement of administrative approvals.

13. Split Approval and Lot Consolidation. The parties acknowledge that split approval for the option premises (Exhibit A) and additional real estate (Exhibit B) will be required by the City of Moraine in order for title to be marketable and as a condition of recording and disbursement of escrow.

Purchaser represents that it has reviewed the proposed conveyance with the Engineer for the City of Moraine and that the split approval will be permitted subject to a lot consolidation of the real estate described at Exhibits A and B. Purchaser has prepared a legal description for such lot consolidation to contain 9.761 acres which is attached at Exhibit C. A plat of survey incorporating the exhibit descriptions is attached as Exhibit D.

In addition, Purchaser represents that it has been advised by its Engineer that Seller's adjacent real estate which Seller intends to retain will also require lot consolidation or restrictions on conveyance as a condition of conveyance.

Seller shall cooperate in the execution of such documents as may be reasonably required by the City of Moraine and other political subdivisions including deeds, survey plats, applications, etc. in order to fulfill the split and lot consolidation requirements.

Purchaser shall be responsible for all expenses (including survey) incurred in relation to obtaining split approval and lot consolidation for the subject real estate as well as Seller's retained real estate in order to comply with the City of Moraine's requirements.

Purchaser shall complete all of the above duties not later than June 30, 1993.

14. Title Examination. Purchaser shall be responsible for all expenses relating to title examination.

15. Taxes and Assessments. Taxes and assessments shall be prorated to the date of closing at closing. All items which are not subject to an exact determination may be estimated by the parties according to existing rates. The risk of any difference in estimates and the actual determination of such items at a later date is with purchaser, and the parties waive any claims for subsequent adjustment.

16. Title. Closing is conditioned upon a title examination and commitment for title insurance satisfactory to Purchaser. Purchaser shall notify Seller as soon as practicable regarding any material objections relating to the condition of the title. An

objection is material if the defect adversely impairs A) marketability of the title; or B) Purchaser's intended use of the real estate; or C) fair market value of the property. Seller shall be responsible for removing any defects or encumbrances prior to closing. If Seller is unable to satisfy the objection, Purchaser may cancel this contract.

17. Closing. The closing shall be conducted on May 7, 1993 at 11:00 a.m. in Montgomery County, Ohio. The closing date may be postponed by mutual agreement of the parties for any period of time necessary for removing any title defects. The portion of the purchase price payable at closing shall be subject to prorations and adjustments contemplated by this contract. Purchaser shall be responsible for any closing costs which are not specifically allocated to Seller.

18. Escrow. The closing shall be completed in escrow with K & M Title Agency, Inc., 2 River Place, Suite 310, Dayton, Ohio 45405 as escrow agent. Upon execution of this agreement, Purchaser shall deposit with escrow agent the downpayment for the combined real estate as well as its promissory note and mortgage. Purchaser shall also deposit with escrow agent upon instruction any additional funds contemplated by this agreement.

Any of Purchaser's funds held by escrow agent shall be deposited in a separate interest bearing account for the benefit of Seller pending disbursement. Seller shall be entitled to all interest.

As soon as practicable, Seller shall deposit with escrow agent a deed, incidental documents of conveyance, Seller's affidavit, split approval and lot consolidation (and trustee deeds as required), and such other documents as may be necessary to complete Seller's duties pursuant to this contract.

The parties shall execute a closing statement which shall disclose all debits and credits on account of Seller and Purchaser as well as a schedule of disbursement.

Escrow agent shall not disburse closing proceeds until he receives the written consent of Seller and Purchaser acknowledging the satisfaction of all conditions of sale, including but not limited to, a commitment for good and marketable title. The parties shall periodically provide status reports regarding the progress of the transaction.

The parties shall close the escrow on or before June 30, 1993.

Seller and Purchaser hereby release escrow agent from liability for any actions undertaken in good faith reliance upon the contract terms and the joint instructions of Seller and Purchaser.

19. Possession. Purchaser shall be entitled to possession of the property immediately upon closing. Any rental payments shall be prorated to the date of closing.

20. Condition of Property. Seller covenants that upon closing and delivery of possession the property shall be in the same condition as it is upon execution of this agreement.

In the event of casualty loss involving substantial damage to the improvements, Purchaser may elect A) to cancel this agreement; or B) to complete the contract and to receive any insurance proceeds applicable to repair and replacement without any further set off against the purchase price.

Purchaser acknowledges that it has inspected the improvements to the real estate and that they are in satisfactory condition. Seller makes no warranty regarding the structural integrity and operating condition of the improvements.

21. Notices. All notices pursuant to this contract shall be in writing and shall be delivered by United States certified mail, return receipt requested, or courier service with delivery receipt, directed to the parties as set forth below or at such other address as may be designated in writing:

To Seller: Cyril J. Grillot, 1570 Cedarbark Trail, Dayton, Ohio 45449, Margaret C. Grillot, 1570 Cedarbark Trail, Dayton, Ohio 45449, and Kathryn A. Boesch, 2011 Dryden Road, Dayton, Ohio 45439 and James C. Klefer, Esq., 2 River Place, Suite 310, Dayton, Ohio 45405.

To Purchaser: Valley Asphalt Corporation, Post Office Box 41350, 11641 Mosteller Road, Cincinnati, Ohio 45241, Attention: B. C. Lykins, Executive Vice President and Jack F. Grove, Esq., 1251 Nilles Road, Suite 10, Fairfield, Ohio 45014.

22. Entire Agreement. The contract sets forth the entire agreement of the parties hereto with respect to the property. All prior agreements, representations, promises, understandings, and courses of dealing are superceded by this contract.

23. Time of Essence. Time is of the essence in this transaction.

24. Binding Effect. The contract shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, guardians, trustees, successors, and assigns.

25. Brokerage Commission. The parties have dealt directly with one another, and there is no valid claim for brokerage commission.

26. Attorney Fees. Seller and Purchaser shall be responsible for their respective legal fees.

27. Applicable Law. The contract shall be governed by principles of Ohio law.

Intending to be bound, the parties have hereunto set their hands.

Date

May 1, 1993

Seller:

*Cyril J. Grillot*

Cyril J. Grillot

Date May 7, 1993

Date May 7, 1993

Date May 7, 1993

Margaret C. Grillot

Margaret C. Grillot

Kathryn A. Boesch

Kathryn A. Boesch

Purchaser:

Valley Asphalt Corporation

By James P. Jurgensen

James P. Jurgensen  
President



## SCHEDULE OF EXHIBITS

Exhibit A	Option premises	6.260 acres
Exhibit B	Additional real estate	3.5 acres
Exhibit C	Lot consolidation	9.761 acres
Exhibit D	Plat of survey	

## EXHIBIT "A"

LEGAL DESCRIPTION OF 6.260 ACRE TRACT

Situated in Sections 8 and 14, Town 1, Range 7, between the Miami Survey, City of Moraine, County of Montgomery, State of Ohio, and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Miami River; said pin being in the West right-of-way line of Springboro Pike 65.69 feet left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an iron pin; thence leaving said right-of-way line with a curve to the left having a radius of 1141.85 feet, 485.22 feet to an iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence S. 1° 47' 04" W. 578.57 feet to an iron pin; thence N. 88° 35' 07" W. 635.32 feet to an iron pin in the South line of the Miami Conservancy District Land; thence with said South line N. 36° 21' 19" E. 259.86 feet to an iron pin; thence N. 39° 19' 18" E. 150.00 feet to an iron pin; thence with a curve to the right having a radius of 1201.85 feet, 511.63 feet to an iron pin; bearing and chord being N. 53° 07' 00" E. 507.78 feet; thence continuing with a curve to the right having a radius of 1201.85 feet, 485.20 feet to the place of beginning, bearing and chord being N. 76° 53' 12.9" E. 481.91 feet; containing 6.260 acres of land, of which 4,339 acres are in lot numbered 3060 and 2.021 acres are in lot numbered 3059 of the Montgomery County, Ohio Deed Records.

Subject to legal highways and easements of record.

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162. Also being a part of a 13.49 acre tract as described in Deed Book 1523, Page 527, and an 11.4 acre tract as described in Deed Book 775, Page 74, and in Deed Book 1438, Page 198, of the Montgomery County, Ohio, Deed Records.

## EXHIBIT "B"

### LEGAL DESCRIPTION OF 2.07333 ACRE TRACT AND 1.42750 ACRE TRACT

TRACT 1: Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060), now Lot numbered \_\_\_\_\_, and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69 feet left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence, with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 155.01 feet to an iron pin, being the real place of beginning, bearing and chord being S. 84° 13' 51" W. 154.89 feet; thence with an existing fence line S. 1° 50' 39.8" W. 320.24 feet to an iron pin; thence continuing with an existing fence S. 84° 27' 09.3" W. 111.78 feet to an iron pin; thence S. 86° 23' 18.3" W. 66.62 feet to an iron pin; thence S. 85° 00' 22.8" W. 133.23 feet to an existing fence post; thence N. 1° 47' 04" E. 245.68 feet to an existing iron pin; thence with a curve to the right, having a radius of 1141.85 feet, 330.19 feet to the place of beginning, bearing and chord being N. 72° 06' 17.9" E. 329.04 feet, containing 2.07333 acres of land.

Subject to legal highways and easements of record.

Together with a 60-foot easement for the purpose of ingress and egress and constructing and maintaining a roadway, said easement being more particularly described as follows:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060), and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 485.22 feet to an existing iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence N. 26° 11' 37" W. 60.00 feet to a point in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said line and a curve to the right, having a radius of 1201.85 feet, 516.87 feet to the place of beginning, bearing and chord being N. 78° 07' 37.4" E. 512.90 feet.

## EXHIBIT "B"

## TRACT II:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lots numbered Three Thousand Sixty (3060) and Three Thousand Fifty-Nine (3059), now Lot numbered \_\_\_\_\_

\_\_\_\_\_ and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 485.22 feet to an existing iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence S. 1° 47' 04" W. 578.57 feet to an existing iron pin, being the real place of beginning; thence S. 1° 47' 04" W. 93.15 feet to an iron pin; thence N. 88° 35' 07" W. 699.80 feet to an iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 17" E. 113.63 feet to an existing iron pin; thence leaving said South line S. 88° 35' 07" E. 635.32 feet to the place of beginning, containing 1.42750 acres of land of which 0.14953 acres are in Lot numbered 3060 and 1.27797 acres are in Lot numbered 3059 of the Montgomery County, Ohio Deed Records.

Subject to legal highways and easements of record.

Together with a 60-foot easement for the purpose of ingress and egress and constructing and maintaining a roadway, said easement being more particularly described as follows:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060) and Three Thousand Fifty-Nine (3059), and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to left, having a radius of 1141.85 feet, 941.21 feet to a point, bearing and chord being S. 64° 32' 20" W. 914.79 feet to a point; thence S. 39° 19' 18" W. 146.39 feet to a point; thence S. 36° 21' 19" W. 216.77 feet to a point; thence N. 88° 35' 07" W. 73.19 feet to an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 19" E. 269.88

**EXHIBIT "B"**

feet to an existing iron pin; thence N. 39° 19' 18" E. 150.00 feet to an existing iron pin; thence with a curve to the right, having a radius of 1201.85 feet, 996.82 feet to the place

of beginning, bearing and chord being N. 64° 41' 11.2" E. 968.49 feet.

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162, and being a part of the premises conveyed to the Grantors herein, by deed, as shown in the following Deed Records of the Montgomery County, Ohio Deed Records.

**Prior Deed References:**

Deed Book 775, Page 74  
Deed Book 1523, Page 527  
Deed Book 1438, Page 198  
Microfiche 80-257-A01  
Microfiche 81-056-E07  
Microfiche 82-273-A07  
Microfiche 82-335-E07  
Microfiche 84-0355-C01  
VAC Ordinances Nos. 39 and 40  
of the City of Moraine, Ohio

## EXHIBIT C

1

### LEGAL DESCRIPTION OF COMBINED PROPERTY 9.761 ACRES

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lots numbered Three Thousand Fifty Nine (3059) and Three Thousand Sixty (3060, now Lot numbered \_\_\_\_\_, and being more

particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River said pin being in the West right-of-way line of Dryden Road (Broadway Street), 65.69 feet left of centerline station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence, with said West right-of-way line S.4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left having a radius of 1141.85 feet, 155.01 feet to an iron pin, bearing and chord being S.84° 13' 51.3" W. 154.89 feet; thence with an existing fence line S.1° 50' 39.8" W. 320.24 feet to an iron pin; thence continuing with an existing fence S.84° 27' 09.3" W. 111.78 feet to an iron pin; thence S.86° 23' 18.3" W. 66.62 feet to an iron pin; thence S.85° 00' 22.8" W. 133.23 feet to an existing fence post; thence S.1° 47' 04" W. 426.04 feet to an iron pin; thence N. 88° 35' 07" W. 699.80 feet to an iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 17" E. 113.63 feet to an iron pin; thence N. 36° 21' 19" E. 259.86 feet to an iron pin; thence N. 39° 19' 18" E. 150.00 feet to an iron pin; thence with a curve to the right, having a radius of 1201.85 feet, 511.63 feet to an iron pin, bearing and chord being N. 53° 07' 00" E. 507.78 feet; thence continuing with a curve to the right, having a radius of 1201.85 feet, 485.20 feet to the place of beginning, bearing and chord being N. 76° 53' 12.9" E. 481.91 feet; containing 9.761 acres of land, of which 6.312 acres are in Lot numbered (3060), and 3.299 acres are in Lot numbered (3059).

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162, and being a part of the premises conveyed to the Grantors herein by deed, as shown in the following Deed Records of the Montgomery County, Ohio Deed Records.

#### Prior Deed References:

Deed Book 1438, Page 198  
Deed Book 1523, Page 527  
Microfiche No. 80-257-A01  
Microfiche No. 81-056-E07  
Microfiche No. 82-273-A07  
Microfiche No. 82-335-E07  
Microfiche No. 84-0355-C01  
Microfiche No. 91-0303-All

Vac. Ordinance Nos. 39 and 40 of the City of Moraine, OH.


MIFFLIN ASPHALT CORPORATION  
P.O. BOX 98100  
PITTSBURGH, PA. 15227

DECEMBER 9, 1986

VALLEY ASPHALT CORPORATION  
11641 MOSTELLER ROAD  
CINCINNATI, OHIO 45241

P.O. 13173

TO: INVOICE FOR ONE USED ASTEC ASPHALT BATCH PLANT,  
MODEL TS-50, S/N 79-077, AS DESCRIBED IN SCHEDULE  
1, AND TO INCLUDE ALL COMPONENTS DESCRIBED IN  
SCHEDULE 1, ATTACHED HERETO.

TOTAL PRICE OF 

SCHEDULE I

(Reference: Purchase Order No. 13173)

COLD FEED SYSTEM: 4-bin with 24" x 8'6" belt feeders, 30" collecting conveyor and 30" inclined conveyor.

DRYER: Astec, Model DS-4010, 10' diameter x 40.'

BURNER: Complete with automatic controls.

DUST COLLECTOR: 11' primary cyclone and Astec, Model SDFBS baghouse collector with automatic damper and dust return systems.

HOT ELEVATOR: 450 TPH vertical hot elevator with chain and buckets.

SCREENS: Deister 5' x 16.' 4-1/2 deck with dual sand screens.

HOT BINS: 100 ton - 4-compartment.

PUG MILL: 10,000#, 225 cubic feet.

SCALES: Dial scales for asphalt and aggregate.

CONTROLS: Air operated, includes compressors (2).

AUTOMATION: Seltec remote control system with printer, to include control house.

ASPHALT PUMP: To include asphalt pump(s) as used in operation of plant.

ELECTRICAL EQUIPMENT: To include all motor controls and wiring and to include all electrical drawings and field drawings for the installation.

AUXILIARY EQUIPMENT: (1) Model HAO-40 Astec 40,000 gallon direct fired asphalt tank with hot oil circulating system; (1) 1,000 gallon additive tank; (1) recycle system to consist of feed bin with feeder and bucket elevator; (1) Howe, 10' x 60,' 50-ton truck scale.

HOT MIX SILOS: Three (3) hot mix silos, 150 ton each, (1 Astec - 2 CMI) with drag slat conveyor and reversible top-mounted transfer conveyor.

Seller to provide Purchaser with all original foundation drawings, parts manuals, operating manuals and spare parts.

This equipment as inspected by Valley Asphalt personnel, Mr. Bill Lykins and Mr. Paul Prottengeier.



SCHEDULE I

TERMS AND CONDITIONS

(Reference: Purchase Order No. 13173)

This purchase order to constitute the entire asphalt plant installation with tanks, silos and all support structures, conveyors, catwalks, spare parts as shown to Valley Asphalt representatives, and miscellaneous items attached to or normally considered part of the asphalt plant and associated components.

Valley Asphalt Corporation will supply their own personnel for purposes of disassembly and load-out. Valley will also bring their own tools but, on occasion, may wish to borrow or rent some tool or equipment from the Mifflin Asphalt Corporation. Mifflin Asphalt Corporation will make suitable arrangements to allow Valley's personnel to work without interference from local unions.

The Mifflin Asphalt Corporation, by acceptance of this purchase order and deposit, agrees to supply suitable cranes and operators for disassembly of the plant, silos and all items that are to be loaded on the customer's trucks. Mifflin further agrees to supply a plant operator familiar with this installation to determine location of certain underground electrical apparatus and other procedures relative to disassembly. It is further agreed that Mifflin Asphalt will supply all manuals, drawings and documents that apply to the equipment described.

Special consideration and agreement concerning the hot mix silos: The Mifflin Corporation agrees that, if one or more of the silos is determined to be unsuitable for disassembly and load-out due to the deterioration of the lifting area, the silo(s) will remain at the Mifflin yard and the total price will be reduced accordingly. The Purchaser accepts no liability for dismantling the silo units until loaded on the trucks.

TOTAL PRICE:

Terms

Deposit with this purchase order:

Sub-Total:

To be paid at time first truckload  
leaves Mifflin yard:

Sub-Total:

To be paid when last truckload  
leaves Mifflin yard:

BALANCE:

**Maxam Equipment, Inc**

1575 Universal Ave  
Kansas City, MO 64120  
816-241-7380

*Sherry, please make p4.6  
file. goes into* **Invoice**

DATE	INVOICE NO.
12/22/97	25432

BILL TO
Valley Asphalt 11641 Mosteller Road Cincinnati, OH 45241

SHIP TO
Valley Asphalt 1901 Dryden Road Dayton, OH 45439

P.O. NO.	TERMS	DUE DATE	REP	SHIP	VIA	FOB	PROJECT
970206	Net 30	1/21/98	KC	12/22/97	Prepd/Add	Origin	97111702
ITEM CODE	DESCRIPTION				QUANTITY	PRICE EACH	AMOUNT
EQ	Baghouse Rebuild - Size 47				1		
Due as follows:							
\$39,016.40 01-29-98							
39,016.40 03-01-98							
19,508.20 04-01-98							
Thank you for your business.					Total		

**MAXAM EQUIPMENT, INC.**

1575 Universal Ave.  
Kansas City, MO 64120

**PURCHASE ORDER**

November 17, 1997 page 1 of 3

**SOLD TO:**

Valley Asphalt Corporation  
11641 Mosteller Road  
Cincinnati, OH 45241

**SHIP TO:**

Valley Asphalt Corporation  
1901 Dryden Road  
Dayton, OH 45439

We are pleased to confirm the following order: The system consists of one (1) Maxam Baghouse Upperhouse Assembly with 3' Center Section Extension.

**MAXAM STATIONARY BAGHOUSE REBUILD**

The size 47 Baghouse incorporates 658 bags for a total volume of 12,920 square feet of cloth. It is designed to efficiently filter 64,000 ACFM of dust laden air at a 4.95 to 1 air to cloth ratio.

**CONSTRUCTION:**

The housing is of all welded construction using 3/16" carbon steel, reinforced to withstand an 20"w.g. pressure differential. Top doors are 10 gauge safety plate, and hand rails are 1-1/2" square tubing. All interior surfaces are painted with 600 degree silicone alkyd, and all exterior surfaces are primed and finish coated with high gloss enamel. Top handrails are included.

Laser cut holes in the 3/16" carbon steel tube sheet provide a superior seal between the bags and tube sheet. The fine finish cut of the laser eliminates the distortion in the tube sheet which can occur from die-cut holes, or from the heat generated in plasma cutting operations.

Designed to match hopper flange on existing baghouse. Inlet flange and internal outlet duct built to match existing ductwork.

Overall dimensions for the baghouse upperhouse section are 42'-9 1/4" long, 11'-11 1/2" wide, and 17'-0" tall.

BAGS AND CAGES:

The bags are 6.25 Dia. x 12'-0", 14oz. Nomex and feature a sewn-in bottom and a snap-band top. This allows easy bag changing while providing an excellent bag/tube sheet seal.

Cages are 5.85 Dia., 11 ga., 10 wire galvanized. The bottom pan of galvanized steel is crimped in place. The cage top includes an integral venturi for maximizing the pulsing action.

CLEANING ACTION:

Maxam provides the most unique and efficient pulsing system in the industry. The 33% larger valves are mounted into the manifold built as part of the clean air plenum. The heated manifold extends the life of the diaphragms, while providing easy maintenance of the valves from outside the baghouse.

Filter bag cleaning is of the individual reverse pulse design. A burst of compressed air is directed to each bag through a double diaphragm valve and manifold assembly. The valves utilized by Maxam deliver at least 33% more air than those used by other manufacturers for maximum cleaning efficiency.

CONTROLS:

A solid-state 47 step pulse control panel in a NEMA 4 enclosure for exterior mounting on a baghouse leg controls the pulsing cycle.

PURCHASE PRICE

Upperhouse Price, less all applicable taxes, F.O.B. Job Site:	\$ [REDACTED]
3' Center Section Extension Price, less all applicable taxes, F.O.B. Job Site:	\$ [REDACTED]
Freight:	\$ [REDACTED]
Total	\$ [REDACTED]

Delivery: On Site By February 15, 1998

Above price is based solely on the equipment described herein, less all applicable taxes, F.O.B. Valley plant site. Any change in equipment or description may result in a change in price.

TERMS AND CONDITIONS

1. PAYMENT

40% due upon delivery, 40% due 30 days from date of delivery, balance due 60 days from date of delivery

Any taxes not collected by Maxam are the responsibility of the buyer

All payment terms are subject to credit approval

2. SECURITY INTEREST

Buyer shall execute documents granting Maxam a security interest in the equipment until the purchase price is paid in full

3. WARRANTY

Materials and Workmanship Warranty (enclosed herewith)

4. LIABILITY

Maxam Equipment, Inc. assumes no liability for incidental, consequential, or punitive damages under any warranty, express or implied, or otherwise and all such liability is expressly excluded

5. ORDERS

All orders subject to acceptance by Maxam Equipment, Inc., Kansas City, MO

970206  
Customer's Purchase Order Number

\$ [REDACTED]  
Total

[Signature]  
Customer's Signature

GENERAL MANAGER  
Title

Nov. 17, 1997  
Date

Order Accepted by  
Maxam Equipment, Inc.

**Attachment C – Notification Letter and Copies of Certified  
Mail Receipts**



October 18, 2016

Dayton City Commission Office  
101 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Dayton, OH 45402

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

To whom it may concern:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Dayton, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental



October 18, 2016

Montgomery County Solid Waste District  
Administration Building  
2550 Sandridge Drive  
Moraine, OH 45439

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

Dear Mr. Turnbull:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental





October 18, 2016

Patrick Turnbull, P.E. – Department Director  
Montgomery County Environmental Services  
1850 Spaulding Road  
Kettering, OH 45432

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

Dear Mr. Turnbull:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental



October 18, 2016

David Hicks – City Manager  
City of Moraine  
4200 Dryden Road  
Moraine, OH 45439

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

Dear Mr. Hicks:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental



October 18, 2016

Chief David Cooper  
Moraine Fire Department  
4200 Dryden Road  
Moraine, OH 45439

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

Dear Chief Cooper:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental



October 18, 2016

Mr. Tony Wenzler – Building Administrator  
City of Moraine Zoning  
4200 Dryden Road  
Moraine, OH 45439

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

Dear Mr. Wenzler:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

Daniel T. Crago, P.E.  
Director of Quality Control & Environmental



October 18, 2016

PHDMC (Public Health Dayton Montgomery County)  
Reibold Building  
117 S Main Street  
Dayton, OH 45422

**Re: Ohio Administrative Code 3745-27-13(E)(5)**

To whom it may concern:

Valley Asphalt Corporation (Valley) is updating our existing asphalt plant located at 1901 Dryden Road Moraine, OH 45439. The proposed update will increase the efficiency of operations while reducing emissions. As required under the Ohio Administrative Code 3745-27-13(E)(5), Valley is notifying the required entities of our request for authorization through the Ohio Environmental Protection Agency.

If you have any questions, please feel free to reach me directly at 513.771.0820.

Sincerely,

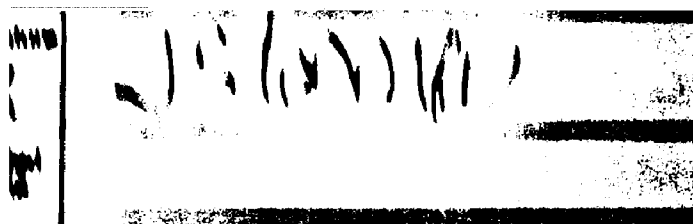
Daniel T. Crago, P.E.  
Director of Quality Control & Environmental

Date: October 24, 2016

Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758761. The delivery record shows that this item was delivered on October 24, 2016 at 8:01 am in DAYTON, OH 45401. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

Date: October 24, 2016

Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758778. The delivery record shows that this item was delivered on October 21, 2016 at 11:37 am in DAYTON, OH 45439. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

Date: October 24, 2016

Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758785. The delivery record shows that this item was delivered on October 20, 2016 at 10:27 am in DAYTON, OH 45432. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

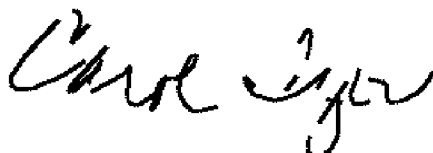


Date: October 24, 2016

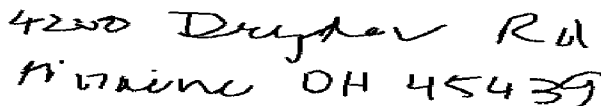
Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758792. The delivery record shows that this item was delivered on October 20, 2016 at 9:26 am in DAYTON, OH 45439. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

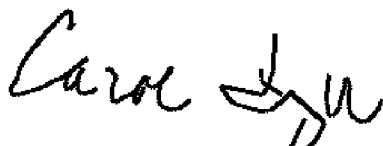
Sincerely,  
United States Postal Service

Date: October 24, 2016

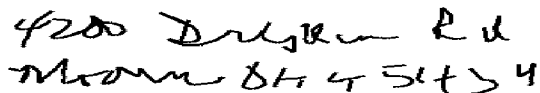
Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758808. The delivery record shows that this item was delivered on October 21, 2016 at 9:39 am in DAYTON, OH 45439. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

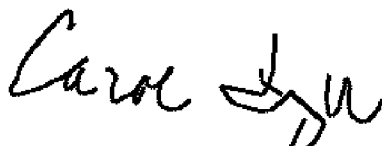
Sincerely,  
United States Postal Service

Date: October 24, 2016

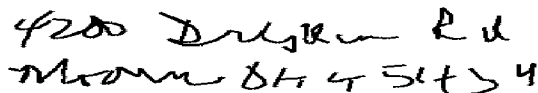
Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758815. The delivery record shows that this item was delivered on October 21, 2016 at 9:39 am in DAYTON, OH 45439. The scanned image of the recipient information is provided below.

Signature of Recipient :



Address of Recipient :



Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

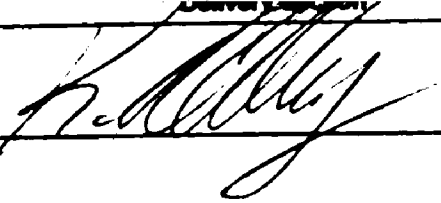
Sincerely,  
United States Postal Service

Date: October 24, 2016

Craig Ousley:

The following is in response to your October 24, 2016 request for delivery information on your Certified Mail™ item number 9171969009350131758822. The delivery record shows that this item was delivered on October 22, 2016 at 9:16 am in DAYTON, OH 45401. The scanned image of the recipient information is provided below.

Signature of Recipient :

Signature	
Printed name	

Address of Recipient :

Address	
City, State, ZIP+4	

Thank you for selecting the Postal Service for your mailing needs.

If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,  
United States Postal Service

CERTIFIED MAIL™



9171 9690 0935 0131 7588 22

PHDMC  
Reibold Building  
117 S Main Street  
Dayton, OH 45422

neopost®

45422 OH 45422

10/19/2016

POSTAGE \$005.59



ZIP 45421  
041111271394

**CERTIFIED MAIL**



9171 9690 0935 0131 7588 15

neopost  
10/19/2016  
NEOPOST \$005.59

ZIP 45341  
041M11271394

Tony Wenzler  
City of Moraine Zoning  
4200 Dryden Road  
Moraine, OH 45439

**CERTIFIED MAIL<sub>®</sub>**



9171 9690 0935 0131 7588 08

neopost<sup>®</sup>

® FIRST CLASS MAIL

10/19/2016

10/19/2016

\$005.59<sup>9</sup>



ZIP 45241

041M11271394

Chief David Cooper  
Moraine Fire Department  
4200 Dryden Road  
Moraine, OH 45439

**CERTIFIED MAIL™**



9171 9690 0935 0131 7587 92

neuport

FIRST CLASS MAIL

10/19/2016

09:09 PM

\$005.59



ZIP 45241  
041M11271394

David Hicks  
City of Moraine  
4200 Dryden Road  
Moraine, OH 45439



CERTIFIED MAIL™



9171 9690 0935 0131 7587 85

Patrick Turnbull, P.E.  
Montgomery County Env Svcs  
1850 Spaulding Road  
Kettering, OH 45432

neopost

FIRST CLASS MAIL

10/19/2016

USPS® \$005.59



ZIP 45241  
041M11271394

**CERTIFIED MAIL™**



9171 9690 0935 0131 7587 78

DEPOSIT

POST CLASS MAIL

10/19/2016

POSTAGE \$005.59



ZIP 45241

041M11271394

Montgomery Co. Solid Waste  
Administration Building  
2550 Sandridge Drive  
Moraine, OH 45439

**CERTIFIED MAIL™**



9171 9690 0935 0131 7587 61

neopost

7500-01250 10/19

10/19/2016

10/19/2016

\$005.59<sup>00</sup>



ZIP 45241  
041M11271394

Dayton City Commission Office  
101 West 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor  
Dayton, OH 45402

## **Attachment D – Authorization of Signature Letter**

## CONTRACT TO PURCHASE REAL ESTATE

This contract to purchase real estate is made for good and valuable consideration as follows:

1. Parties. The parties to this contract are:

A. Purchaser - Valley Asphalt Corporation, an Ohio corporation, 11641 Mosteller Road, Cincinnati, Ohio 45241 [referred to as Purchaser herein]; and

B. Seller - Cyril J. Grillot and Margaret C. Grillot [husband and wife],

Exemption 6 - Personnel Privacy

, Dayton, Ohio 45449 and Kathryn A. Boesch [a widow and not remarried],

Exemption 6 - Personnel Privacy

Dayton, Ohio 45439 [cumulatively referred to as Seller herein].

2. Lease Agreement (With Option). The above-described Seller [among others, to-wit: Paulita M. Smith and David E. Smith, husband and wife] and Purchaser have heretofore entered into a Lease Agreement [Lease herein] dated February 29, 1988. The Lease is incorporated herein by reference. Purchaser has an option to purchase the subject premises [option premises herein] pursuant to ¶15 according to the terms set forth herein. Purchaser hereby exercises the purchase option to be completed with the purchase and sale of the additional property provided in the contract.

A. Premises Description.

The option premises were identified in the lease as 6.258 acres according to a legal description attached as an exhibit thereto. During the course of negotiation of this contract, it was necessary to reconcile said description with the description of the additional real estate identified to this contract, and said description was reformed in relation to describing the chord and computing the net acreage. The reformed legal description containing 6.260 acres is attached as Exhibit A.

B. Purchase Price. The purchase price for the option premises is

[REDACTED]  
[REDACTED]  
Dollars per acre X 6.260 acres]. Purchaser shall tender a downpayment of [REDACTED]

[REDACTED] Dollars [two-fifths (2/5) of purchase price] to Seller at closing. Purchaser shall pay the balance of the purchase price in the amount of [REDACTED] Dollars according to

¶ 5. In addition, this contract to purchase shall govern the remaining terms of sale applicable to the exercise of the option. The option premises is hereinafter included as part of the real estate.

3. Purchase and Sale. Seller shall sell and convey to Purchaser the following additional real estate consisting of approximately three and one-half (3.5) acres in two (2) tracts (2.07333 acres and 1.4275 acres) located in the City of Moraine, Montgomery County, Ohio and more fully described as follows:

Real Estate: See Exhibit B attached.

4. Purchase Price. The purchase price for the additional real estate (exclusive of the option premises) is [REDACTED]

[REDACTED] Purchaser shall tender a downpayment of [REDACTED] at closing. Purchaser shall pay the balance of the purchase price in the amount of [REDACTED] Dollars according to ¶ 5.

5. Seller Financing. At closing Purchaser shall provide Seller with a promissory note to be secured by a first mortgage applicable to the combined unpaid portions of the purchase price in the amount of [REDACTED]. Purchaser shall make principal payments on the note to Seller according to the following schedule:

		<u>Option Premises</u>		<u>Additional Real Estate</u>
1. May 7, 1994	[REDACTED]	[REDACTED]	plus	[REDACTED]
2. May 7, 1995	[REDACTED]	[REDACTED]	plus	[REDACTED]
3. May 7, 1996	[REDACTED]	[REDACTED]	plus	[REDACTED]
4. May 7, 1997	[REDACTED]	[REDACTED]	plus	0.00]

5. May 7, 1998

plus

Total

The unpaid principal balance shall attract interest at the rate of eight (8%) per cent per annum to be paid annually on May 7 of the applicable calendar year. The entire principal balance and accrued interest shall be paid not later than May 7, 1998. The note shall not be subject to a prepayment penalty. The note may not be assigned without consent of the maker, which consent shall not be unreasonably withheld.

6. Real Estate and Appurtenant Rights: The real estate shall include:

- A. All improvements, including without limitation, fixtures and operating systems (e.g., electrical, heating, air conditioning, plumbing, pumps, security, sprinkler, and exterior lighting), fencing, signage, utility service and metering devices and driveway improvements;
- B. All right, title, and interest to appurtenant rights and rights of ingress, including without limitation, air rights, riparian rights, easements, rights of way, minerals (e.g., aggregate, stone, gas, oil, etc.) subjacent and lateral support, and access to public roadways;
- C. All right, title, and interest in any tenant leases including claims for unpaid rents;
- D. All right, title, and interest of Seller in any condemnation award;
- E. All plans, specifications, drawings, surveys, studies, permits, and licenses;
- F. Warranties and guarantees of contractors, suppliers and manufacturers with respect to any improvements; and
- G. Any and all other rights, privileges, profits, and benefits associated with the property.

7. Property: The term property includes the real estate (including the option premises), personal property, tangible property, and intangible property subject to this contract.

8. Personal Property. The following tangible personal property is also included in the sale: all equipment, salvage, scrap, parts and abandoned goods on or about the real estate.

9. Access to Property: Purchaser may enter upon the real estate for the purpose of making inspections.

10. Seller Disclosures: Seller warrants the following conditions relating to the property:

A. There are no unrecorded easements, rights-of-way, licenses, servitudes, or use restrictions, sale contracts, options, rights of refusal, leases, or tenancies affecting the property.

B. There are no encroachments affecting the property.

C. There is no pending or threatened litigation, arbitration, or administrative action or claim relating to the property.

D. There are no attachments, receiverships, execution proceedings, liens, or assignments affecting the property.

E. There are no pending or contemplated eminent domain, condemnation, or other public taking proceedings against the property by any entity such as a governmental agency or public utility.

F. No public improvements have been ordered which have not been assessed and there are no special, general, or other assessments pending or threatened against the property.

G. There are no unpaid work orders or material bills which may give rise to mechanic's lien rights against the property.

H. There are no notices or requests from any insurance company or board of fire underwriters identifying defects or unacceptable risks regarding the property which adversely affect insurability of the property.



I. There are no conditions or actions which may result in the termination or impairment of access to public or private rights-of-way affecting the property or utility service of whatever kind.

J. There are no special use districts such as historical use districts, flood control districts, wetland preservation districts, or natural resource conservation districts affecting the property.

Seller shall disclose any exceptions to the foregoing conditions.

11. Zoning. The parties acknowledged that the real estate is zoned as a M-2 General Industrial District by the City of Moraine. There are no uses which are subject to special permit such as conditional use, variance, or any non-conforming uses occurring on the real estate; excepting however, any uses of the Purchaser (e.g., asphalt manufacturing).

12. Marketable Title. Seller shall convey title to the real estate at closing by deed of general warranty in fee simple, with release of any dower interest. The title shall be free, clear, and unencumbered, excepting however, restrictions, conditions, and easements of public record which do not adversely affect Purchaser's intended use or the market value of the real estate.

Seller shall be responsible for deed preparation and transfer including tax, conveyance fees, and tax recoupage which may result from transfer of title or change in use. Purchaser shall bear the expenses of any fees and incidental expenses including document preparation, engineering fees, and legal fees associated with procurement of administrative approvals.

13. Split Approval and Lot Consolidation. The parties acknowledge that split approval for the option premises (Exhibit A) and additional real estate (Exhibit B) will be required by the City of Moraine in order for title to be marketable and as a condition of recording and disbursement of escrow.

Purchaser represents that it has reviewed the proposed conveyance with the Engineer for the City of Moraine and that the split approval will be permitted subject to a lot consolidation of the real estate described at Exhibits A and B. Purchaser has prepared a legal description for such lot consolidation to contain 9.761 acres which is attached at Exhibit C. A plat of survey incorporating the exhibit descriptions is attached as Exhibit D.

In addition, Purchaser represents that it has been advised by its Engineer that Seller's adjacent real estate which Seller intends to retain will also require lot consolidation or restrictions on conveyance as a condition of conveyance.

Seller shall cooperate in the execution of such documents as may be reasonably required by the City of Moraine and other political subdivisions including deeds, survey plats, applications, etc. in order to fulfill the split and lot consolidation requirements.

Purchaser shall be responsible for all expenses (including survey) incurred in relation to obtaining split approval and lot consolidation for the subject real estate as well as Seller's retained real estate in order to comply with the City of Moraine's requirements.

Purchaser shall complete all of the above duties not later than June 30, 1993.

14. Title Examination. Purchaser shall be responsible for all expenses relating to title examination.

15. Taxes and Assessments. Taxes and assessments shall be prorated to the date of closing at closing. All items which are not subject to an exact determination may be estimated by the parties according to existing rates. The risk of any difference in estimates and the actual determination of such items at a later date is with purchaser, and the parties waive any claims for subsequent adjustment.

16. Title. Closing is conditioned upon a title examination and commitment for title insurance satisfactory to Purchaser. Purchaser shall notify Seller as soon as practicable regarding any material objections relating to the condition of the title. An

objection is material if the defect adversely impairs A) marketability of the title; or B) Purchaser's intended use of the real estate; or C) fair market value of the property. Seller shall be responsible for removing any defects or encumbrances prior to closing. If Seller is unable to satisfy the objection, Purchaser may cancel this contract.

17. Closing. The closing shall be conducted on May 7, 1993 at 11:00 a.m. in Montgomery County, Ohio. The closing date may be postponed by mutual agreement of the parties for any period of time necessary for removing any title defects. The portion of the purchase price payable at closing shall be subject to prorations and adjustments contemplated by this contract. Purchaser shall be responsible for any closing costs which are not specifically allocated to Seller.

18. Escrow. The closing shall be completed in escrow with K & M Title Agency, Inc., 2 River Place, Suite 310, Dayton, Ohio 45405 as escrow agent. Upon execution of this agreement, Purchaser shall deposit with escrow agent the downpayment for the combined real estate as well as its promissory note and mortgage. Purchaser shall also deposit with escrow agent upon instruction any additional funds contemplated by this agreement.

Any of Purchaser's funds held by escrow agent shall be deposited in a separate interest bearing account for the benefit of Seller pending disbursement. Seller shall be entitled to all interest.

As soon as practicable, Seller shall deposit with escrow agent a deed, incidental documents of conveyance, Seller's affidavit, split approval and lot consolidation (and trustee deeds as required), and such other documents as may be necessary to complete Seller's duties pursuant to this contract.

The parties shall execute a closing statement which shall disclose all debits and credits on account of Seller and Purchaser as well as a schedule of disbursement.

Escrow agent shall not disburse closing proceeds until he receives the written consent of Seller and Purchaser acknowledging the satisfaction of all conditions of sale, including but not limited to, a commitment for good and marketable title. The parties shall periodically provide status reports regarding the progress of the transaction.

The parties shall close the escrow on or before June 30, 1993.

Seller and Purchaser hereby release escrow agent from liability for any actions undertaken in good faith reliance upon the contract terms and the joint instructions of Seller and Purchaser.

19. Possession. Purchaser shall be entitled to possession of the property immediately upon closing. Any rental payments shall be prorated to the date of closing.

20. Condition of Property. Seller covenants that upon closing and delivery of possession the property shall be in the same condition as it is upon execution of this agreement.

In the event of casualty loss involving substantial damage to the improvements, Purchaser may elect A) to cancel this agreement; or B) to complete the contract and to receive any insurance proceeds applicable to repair and replacement without any further set off against the purchase price.

Purchaser acknowledges that it has inspected the improvements to the real estate and that they are in satisfactory condition. Seller makes no warranty regarding the structural integrity and operating condition of the improvements.

21. Notices. All notices pursuant to this contract shall be in writing and shall be delivered by United States certified mail, return receipt requested, or courier service with delivery receipt, directed to the parties as set forth below or at such other address as may be designated in writing:

To Seller: Cyril J. Grillot, 1570 Cedarbark Trail, Dayton, Ohio 45449, Margaret C. Grillot, 1570 Cedarbark Trail, Dayton, Ohio 45449, and Kathryn A. Boesch, 2011 Dryden Road, Dayton, Ohio 45439 and James C. Klefer, Esq., 2 River Place, Suite 310, Dayton, Ohio 45405.

To Purchaser: Valley Asphalt Corporation, Post Office Box 41350, 11641 Mosteller Road, Cincinnati, Ohio 45241, Attention: B. C. Lykins, Executive Vice President and Jack F. Grove, Esq., 1251 Nilles Road, Suite 10, Fairfield, Ohio 45014.

22. Entire Agreement. The contract sets forth the entire agreement of the parties hereto with respect to the property. All prior agreements, representations, promises, understandings, and courses of dealing are superceded by this contract.

23. Time of Essence. Time is of the essence in this transaction.

24. Binding Effect. The contract shall be binding upon and shall inure to the benefit of the parties, their heirs, executors, administrators, guardians, trustees, successors, and assigns.

25. Brokerage Commission. The parties have dealt directly with one another, and there is no valid claim for brokerage commission.

26. Attorney Fees. Seller and Purchaser shall be responsible for their respective legal fees.

27. Applicable Law. The contract shall be governed by principles of Ohio law.

Intending to be bound, the parties have hereunto set their hands.

Date

May 1, 1993

Seller:

*Cyril J. Grillot*

Cyril J. Grillot

Date May 7, 1993

Date May 7, 1993

Date May 7, 1993

Margaret C. Grillot

Margaret C. Grillot

Kathryn A. Boesch

Kathryn A. Boesch

Purchaser:

Valley Asphalt Corporation

By James P. Jurgensen

James P. Jurgensen  
President

## SCHEDULE OF EXHIBITS

Exhibit A	Option premises	6.260 acres
Exhibit B	Additional real estate	3.5 acres
Exhibit C	Lot consolidation	9.761 acres
Exhibit D	Plat of survey	

## EXHIBIT "A"

LEGAL DESCRIPTION OF 6.260 ACRE TRACT

Situated in Sections 8 and 14, Town 1, Range 7, between the Miami Survey, City of Moraine, County of Montgomery, State of Ohio, and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Miami River; said pin being in the West right-of-way line of Springboro Pike 65.69 feet left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an iron pin; thence leaving said right-of-way line with a curve to the left having a radius of 1141.85 feet, 485.22 feet to an iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence S. 1° 47' 04" W. 578.57 feet to an iron pin; thence N. 88° 35' 07" W. 635.32 feet to an iron pin in the South line of the Miami Conservancy District Land; thence with said South line N. 36° 21' 19" E. 259.86 feet to an iron pin; thence N. 39° 19' 18" E. 150.00 feet to an iron pin; thence with a curve to the right having a radius of 1201.85 feet, 511.63 feet to an iron pin; bearing and chord being N. 53° 07' 00" E. 507.78 feet; thence continuing with a curve to the right having a radius of 1201.85 feet, 485.20 feet to the place of beginning, bearing and chord being N. 76° 53' 12.9" E. 481.91 feet; containing 6.260 acres of land, of which 4,339 acres are in lot numbered 3060 and 2.021 acres are in lot numbered 3059 of the Montgomery County, Ohio Deed Records.

Subject to legal highways and easements of record.

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162. Also being a part of a 13.49 acre tract as described in Deed Book 1523, Page 527, and an 11.4 acre tract as described in Deed Book 775, Page 74, and in Deed Book 1438, Page 198, of the Montgomery County, Ohio, Deed Records.



## EXHIBIT "B"

### LEGAL DESCRIPTION OF 2.07333 ACRE TRACT AND 1.42750 ACRE TRACT

TRACT 1: Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060), now Lot numbered \_\_\_\_\_, and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69 feet left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence, with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 155.01 feet to an iron pin, being the real place of beginning, bearing and chord being S. 84° 13' 51" W. 154.89 feet; thence with an existing fence line S. 1° 50' 39.8" W. 320.24 feet to an iron pin; thence continuing with an existing fence S. 84° 27' 09.3" W. 111.78 feet to an iron pin; thence S. 86° 23' 18.3" W. 66.62 feet to an iron pin; thence S. 85° 00' 22.8" W. 133.23 feet to an existing fence post; thence N. 1° 47' 04" E. 245.68 feet to an existing iron pin; thence with a curve to the right, having a radius of 1141.85 feet, 330.19 feet to the place of beginning, bearing and chord being N. 72° 06' 17.9" E. 329.04 feet, containing 2.07333 acres of land.

Subject to legal highways and easements of record.

Together with a 60-foot easement for the purpose of ingress and egress and constructing and maintaining a roadway, said easement being more particularly described as follows:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060), and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 485.22 feet to an existing iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence N. 26° 11' 37" W. 60.00 feet to a point in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said line and a curve to the right, having a radius of 1201.85 feet, 516.87 feet to the place of beginning, bearing and chord being N. 78° 07' 37.4" E. 512.90 feet.

## EXHIBIT "B"

## TRACT II:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lots numbered Three Thousand Sixty (3060) and Three Thousand Fifty-Nine (3059), now Lot numbered \_\_\_\_\_

\_\_\_\_\_ and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left, having a radius of 1141.85 feet, 485.22 feet to an existing iron pin, bearing and chord being S. 75° 58' 45" W. 481.58 feet; thence S. 1° 47' 04" W. 578.57 feet to an existing iron pin, being the real place of beginning; thence S. 1° 47' 04" W. 93.15 feet to an iron pin; thence N. 88° 35' 07" W. 699.80 feet to an iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 17" E. 113.63 feet to an existing iron pin; thence leaving said South line S. 88° 35' 07" E. 635.32 feet to the place of beginning, containing 1.42750 acres of land of which 0.14953 acres are in Lot numbered 3060 and 1.27797 acres are in Lot numbered 3059 of the Montgomery County, Ohio Deed Records.

Subject to legal highways and easements of record.

Together with a 60-foot easement for the purpose of ingress and egress and constructing and maintaining a roadway, said easement being more particularly described as follows:

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lot numbered Three Thousand Sixty (3060) and Three Thousand Fifty-Nine (3059), and being more particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District land on the South side of the Great Miami River, said pin being in the West right-of-way line of Dryden Road (*Broadway Street*), 65.69' left of centerline, Station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence with said West right-of-way line S. 4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way with a curve to left, having a radius of 1141.85 feet, 941.21 feet to a point, bearing and chord being S. 64° 32' 20" W. 914.79 feet to a point; thence S. 39° 19' 18" W. 146.39 feet to a point; thence S. 36° 21' 19" W. 216.77 feet to a point; thence N. 88° 35' 07" W. 73.19 feet to an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 19" E. 269.88

**EXHIBIT "B"**

feet to an existing iron pin; thence N. 39° 19' 18" E. 150.00 feet to an existing iron pin; thence with a curve to the right, having a radius of 1201.85 feet, 996.82 feet to the place

of beginning, bearing and chord being N. 64° 41' 11.2" E. 968.49 feet.

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162, and being a part of the premises conveyed to the Grantors herein, by deed, as shown in the following Deed Records of the Montgomery County, Ohio Deed Records.

**Prior Deed References:**

Deed Book 775, Page 74  
Deed Book 1523, Page 527  
Deed Book 1438, Page 198  
Microfiche 80-257-A01  
Microfiche 81-056-E07  
Microfiche 82-273-A07  
Microfiche 82-335-E07  
Microfiche 84-0355-C01  
VAC Ordinances Nos. 39 and 40  
of the City of Moraine, Ohio

## EXHIBIT C

1

### LEGAL DESCRIPTION OF COMBINED PROPERTY 9.761 ACRES

Situated in Sections 8 and 14, Town 1, Range 7 M.Rs., City of Moraine, Van Buren Township, Montgomery County, State of Ohio, and being Part Lots numbered Three Thousand Fifty Nine (3059) and Three Thousand Sixty (3060, now Lot numbered \_\_\_\_\_, and being more

particularly described as follows:

Beginning at an existing iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River said pin being in the West right-of-way line of Dryden Road (Broadway Street), 65.69 feet left of centerline station 88+13.56 as constructed from the Ohio Department of Transportation plans dated February 1, 1972; thence, with said West right-of-way line S.4° 00' 43" W. 60.28 feet to an existing iron pin; thence leaving said right-of-way line with a curve to the left having a radius of 1141.85 feet, 155.01 feet to an iron pin, bearing and chord being S.84° 13' 51.3" W. 154.89 feet; thence with an existing fence line S.1° 50' 39.8" W. 320.24 feet to an iron pin; thence continuing with an existing fence S.84° 27' 09.3" W. 111.78 feet to an iron pin; thence S.86° 23' 18.3" W. 66.62 feet to an iron pin; thence S.85° 00' 22.8" W. 133.23 feet to an existing fence post; thence S.1° 47' 04" W. 426.04 feet to an iron pin; thence N. 88° 35' 07" W. 699.80 feet to an iron pin in the South line of the Miami Conservancy District Land on the South side of the Great Miami River; thence with said South line N. 36° 21' 17" E. 113.63 feet to an iron pin; thence N. 36° 21' 19" E. 259.86 feet to an iron pin; thence N. 39° 19' 18" E. 150.00 feet to an iron pin; thence with a curve to the right, having a radius of 1201.85 feet, 511.63 feet to an iron pin, bearing and chord being N. 53° 07' 00" E. 507.78 feet; thence continuing with a curve to the right, having a radius of 1201.85 feet, 485.20 feet to the place of beginning, bearing and chord being N. 76° 53' 12.9" E. 481.91 feet; containing 9.761 acres of land, of which 6.312 acres are in Lot numbered (3060), and 3.299 acres are in Lot numbered (3059).

Being the results of a survey by James A. Bonner, Registered Surveyor No. 6162, and being a part of the premises conveyed to the Grantors herein by deed, as shown in the following Deed Records of the Montgomery County, Ohio Deed Records.

#### Prior Deed References:

Deed Book 1438, Page 198  
Deed Book 1523, Page 527  
Microfiche No. 80-257-A01  
Microfiche No. 81-056-E07  
Microfiche No. 82-273-A07  
Microfiche No. 82-335-E07  
Microfiche No. 84-0355-C01  
Microfiche No. 91-0303-All

Vac. Ordinance Nos. 39 and 40 of the City of Moraine, OH.


MIFFLIN ASPHALT CORPORATION  
P.O. BOX 98100  
PITTSBURGH, PA. 15227

DECEMBER 9, 1986

VALLEY ASPHALT CORPORATION  
11641 MOSTELLER ROAD  
CINCINNATI, OHIO 45241

P.O. 13173

TO: INVOICE FOR ONE USED ASTEC ASPHALT BATCH PLANT,  
MODEL TS-50, S/N 79-077, AS DESCRIBED IN SCHEDULE  
1, AND TO INCLUDE ALL COMPONENTS DESCRIBED IN  
SCHEDULE 1, ATTACHED HERETO.

TOTAL PRICE OF 

SCHEDULE I

(Reference: Purchase Order No. 13173)

COLD FEED SYSTEM: 4-bin with 24" x 8'6" belt feeders, 30" collecting conveyor and 30" inclined conveyor.

DRYER: Astec, Model DS-4010, 10' diameter x 40.'

BURNER: Complete with automatic controls.

DUST COLLECTOR: 11' primary cyclone and Astec, Model SDFBS baghouse collector with automatic damper and dust return systems.

HOT ELEVATOR: 450 TPH vertical hot elevator with chain and buckets.

SCREENS: Deister 5' x 16.' 4-1/2 deck with dual sand screens.

HOT BINS: 100 ton - 4-compartment.

PUG MILL: 10,000#, 225 cubic feet.

SCALES: Dial scales for asphalt and aggregate.

CONTROLS: Air operated, includes compressors (2).

AUTOMATION: Seltec remote control system with printer, to include control house.

ASPHALT PUMP: To include asphalt pump(s) as used in operation of plant.

ELECTRICAL EQUIPMENT: To include all motor controls and wiring and to include all electrical drawings and field drawings for the installation.

AUXILIARY EQUIPMENT: (1) Model HAO-40 Astec 40,000 gallon direct fired asphalt tank with hot oil circulating system; (1) 1,000 gallon additive tank; (1) recycle system to consist of feed bin with feeder and bucket elevator; (1) Howe, 10' x 60,' 50-ton truck scale.

HOT MIX SILOS: Three (3) hot mix silos, 150 ton each, (1 Astec - 2 CMI) with drag slat conveyor and reversible top-mounted transfer conveyor.

Seller to provide Purchaser with all original foundation drawings, parts manuals, operating manuals and spare parts.

This equipment as inspected by Valley Asphalt personnel, Mr. Bill Lykins and Mr. Paul Prottengeier.

SCHEDULE I

TERMS AND CONDITIONS

(Reference: Purchase Order No. 13173)

This purchase order to constitute the entire asphalt plant installation with tanks, silos and all support structures, conveyors, catwalks, spare parts as shown to Valley Asphalt representatives, and miscellaneous items attached to or normally considered part of the asphalt plant and associated components.

Valley Asphalt Corporation will supply their own personnel for purposes of disassembly and load-out. Valley will also bring their own tools but, on occasion, may wish to borrow or rent some tool or equipment from the Mifflin Asphalt Corporation. Mifflin Asphalt Corporation will make suitable arrangements to allow Valley's personnel to work without interference from local unions.

The Mifflin Asphalt Corporation, by acceptance of this purchase order and deposit, agrees to supply suitable cranes and operators for disassembly of the plant, silos and all items that are to be loaded on the customer's trucks. Mifflin further agrees to supply a plant operator familiar with this installation to determine location of certain underground electrical apparatus and other procedures relative to disassembly. It is further agreed that Mifflin Asphalt will supply all manuals, drawings and documents that apply to the equipment described.

Special consideration and agreement concerning the hot mix silos: The Mifflin Corporation agrees that, if one or more of the silos is determined to be unsuitable for disassembly and load-out due to the deterioration of the lifting area, the silo(s) will remain at the Mifflin yard and the total price will be reduced accordingly. The Purchaser accepts no liability for dismantling the silo units until loaded on the trucks.

TOTAL PRICE:

Terms

Deposit with this purchase order:

Sub-Total:

To be paid at time first truckload  
leaves Mifflin yard:

Sub-Total:

To be paid when last truckload  
leaves Mifflin yard:

BALANCE:

**Maxam Equipment, Inc**

1575 Universal Ave  
Kansas City, MO 64120  
816-241-7380

*Sherry, please make p4.6  
file. goes into* **Invoice**

DATE	INVOICE NO.
12/22/97	25432

BILL TO
Valley Asphalt 11641 Mosteller Road Cincinnati, OH 45241

SHIP TO
Valley Asphalt 1901 Dryden Road Dayton, OH 45439

P.O. NO.	TERMS	DUE DATE	REP	SHIP	VIA	FOB	PROJECT
970206	Net 30	1/21/98	KC	12/22/97	Prepd/Add	Origin	97111702
ITEM CODE	DESCRIPTION			QUANTITY	PRICE EACH	AMOUNT	
EQ	Baghouse Rebuild - Size 47			1			
Due as follows:							
\$39,016.40 01-29-98							
39,016.40 03-01-98							
19,508.20 04-01-98							
Thank you for your business.					Total		



**MAXAM EQUIPMENT, INC.**

1575 Universal Ave.  
Kansas City, MO 64120

**PURCHASE ORDER**

November 17, 1997 page 1 of 3

**SOLD TO:**

Valley Asphalt Corporation  
11641 Mosteller Road  
Cincinnati, OH 45241

**SHIP TO:**

Valley Asphalt Corporation  
1901 Dryden Road  
Dayton, OH 45439

We are pleased to confirm the following order: The system consists of one (1) Maxam Baghouse Upperhouse Assembly with 3' Center Section Extension.

**MAXAM STATIONARY BAGHOUSE REBUILD**

The size 47 Baghouse incorporates 658 bags for a total volume of 12,920 square feet of cloth. It is designed to efficiently filter 64,000 ACFM of dust laden air at a 4.95 to 1 air to cloth ratio.

**CONSTRUCTION:**

The housing is of all welded construction using 3/16" carbon steel, reinforced to withstand an 20" w.g. pressure differential. Top doors are 10 gauge safety plate, and hand rails are 1-1/2" square tubing. All interior surfaces are painted with 600 degree silicone alkyd, and all exterior surfaces are primed and finish coated with high gloss enamel. Top handrails are included.

Laser cut holes in the 3/16" carbon steel tube sheet provide a superior seal between the bags and tube sheet. The fine finish cut of the laser eliminates the distortion in the tube sheet which can occur from die-cut holes, or from the heat generated in plasma cutting operations.

Designed to match hopper flange on existing baghouse. Inlet flange and internal outlet duct built to match existing ductwork.

Overall dimensions for the baghouse upperhouse section are 42'-9 1/4" long, 11'-11 1/2" wide, and 17'-0" tall.

BAGS AND CAGES:

The bags are 6.25 Dia. x 12'-0", 14oz. Nomex and feature a sewn-in bottom and a snap-band top. This allows easy bag changing while providing an excellent bag/tube sheet seal.

Cages are 5.85 Dia., 11 ga., 10 wire galvanized. The bottom pan of galvanized steel is crimped in place. The cage top includes an integral venturi for maximizing the pulsing action.

CLEANING ACTION:

Maxam provides the most unique and efficient pulsing system in the industry. The 33% larger valves are mounted into the manifold built as part of the clean air plenum. The heated manifold extends the life of the diaphragms, while providing easy maintenance of the valves from outside the baghouse.

Filter bag cleaning is of the individual reverse pulse design. A burst of compressed air is directed to each bag through a double diaphragm valve and manifold assembly. The valves utilized by Maxam deliver at least 33% more air than those used by other manufacturers for maximum cleaning efficiency.

CONTROLS:

A solid-state 47 step pulse control panel in a NEMA 4 enclosure for exterior mounting on a baghouse leg controls the pulsing cycle.

PURCHASE PRICE

Upperhouse Price, less all applicable taxes, F.O.B. Job Site:	\$ [REDACTED]
3' Center Section Extension Price, less all applicable taxes, F.O.B. Job Site:	\$ [REDACTED]
Freight:	\$ [REDACTED]
Total	\$ [REDACTED]

Delivery: On Site By February 15, 1998

Above price is based solely on the equipment described herein, less all applicable taxes, F.O.B. Valley plant site. Any change in equipment or description may result in a change in price.

TERMS AND CONDITIONS

1. PAYMENT

40% due upon delivery, 40% due 30 days from date of delivery, balance due 60 days from date of delivery

Any taxes not collected by Maxam are the responsibility of the buyer

All payment terms are subject to credit approval

2. SECURITY INTEREST

Buyer shall execute documents granting Maxam a security interest in the equipment until the purchase price is paid in full

3. WARRANTY

Materials and Workmanship Warranty (enclosed herewith)

4. LIABILITY

Maxam Equipment, Inc. assumes no liability for incidental, consequential, or punitive damages under any warranty, express or implied, or otherwise and all such liability is expressly excluded

5. ORDERS

All orders subject to acceptance by Maxam Equipment, Inc., Kansas City, MO

970206  
Customer's Purchase Order Number

\$ [REDACTED]  
Total

[Signature]  
Customer's Signature

GENERAL MANAGER  
Title

Nov. 17, 1997  
Date

Order Accepted by  
Maxam Equipment, Inc.